

IN THE IOWA DISTRICT COURT FOR JASPER COUNTY

BENJAMIN P. MILNE,
Plaintiff.

v.

UDIOM, INC., d/b/a ELEMENTAL
DESIGNS, ALEXANDER LINDEMAN
AND MATTHEW TOWER
Defendants.

Law No. LA-CW118166

PETITION AT LAW

CLERK OF DISTRICT COURT
JASPER COUNTY, IA
CASSIUS

12 DEC 10 AM 9:57

FILED

COMES NOW Plaintiff, by and through the undersigned counsel, and for his petition at
Law, states:

BREACH OF CONTRACT

COUNT I

1. Plaintiff is a resident of Des Moines, Polk County, Iowa
2. Defendant Udiom, Inc. is a corporation organized under the laws of the State of Iowa, with a principal place of business in Newton, Jasper County, Iowa.
3. During all times material hereto, Defendant Udiom, Inc. was doing business under the fictitious name of Elemental Designs.
4. On or about June 15, 2011, Plaintiff and Defendant entered into a written contract for the redemption of all of Plaintiff's stock in the corporation ("Contract"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated herein by this reference.
5. On or about June 15, 2011, Plaintiff and Defendant entered into a written Pledge Agreement, the same pledging all shares of stock in the corporation to secure repayment of Plaintiff's redemption sales price. A copy of the Pledge Agreement is attached hereto as Exhibit "B" and incorporated herein by this reference.
6. The Contract was executed in Newton, Jasper County, Iowa, all known property is located in the same and jurisdiction is properly with this court.
7. The Defendant is in breach of the Contract in one or more of the following ways:
 - a. Despite warning and notice, the Defendant has failed to make payments to the Plaintiff pursuant to the explicit terms of the Contract.
8. Plaintiff has complied with all of his obligations pursuant to the Contract.
9. Plaintiff has been damaged by Defendant's breach of contract in an amount that

exceeds the jurisdictional requirements for this Court.

WHEREFORE Plaintiff prays for a judgment in his favor and against the Defendant in an amount which will fully and fairly compensate him for Defendant's breach of contract, for attorney fees and costs as provided for in the Contract, for interest at the statutory rate, and for such other relief as the Court deems just and equitable in the premises.

COUNT II

Plaintiff realleges paragraphs 1-9 of Count I above, as though fully set forth herein.

1. Defendant Alexander Lindeman personally guaranteed the Contract referenced in Count I above, personally obligating him as a responsible party for the indebtedness owed the Plaintiff under the Contract.

2. Defendant Lindeman is in breach of the Contract in one or more of the following ways:

- a. Despite warning and notice, Defendant Lindeman has failed to make payments to the Plaintiff pursuant to the explicit terms of the Contract.

3. Plaintiff has complied with all of his obligations pursuant to the Contract.

4. Plaintiff has been damaged by Defendant Lindeman's breach of contract in an amount that exceeds the jurisdictional requirements for this Court.

WHEREFORE Plaintiff prays for a judgment in his favor and against Defendant Lindeman in an amount which will fully and fairly compensate him for Defendant's breach of contract, for attorney fees and costs as provided for in the Contract, for interest at the statutory rate, and for such other relief as the Court deems just and equitable in the premises.

COUNT III

Plaintiff realleges paragraphs 1-9 of Count I above, as though fully set forth herein.

1. Defendant Matthew Tower personally guaranteed the Contract referenced in Count I above, personally obligating him as a responsible party for the indebtedness owed the Plaintiff under the Contract.

2. Defendant Tower is in breach of the Contract in one or more of the following ways:

- a. Despite warning and notice, Defendant Tower has failed to make payments to the Plaintiff pursuant to the explicit terms of the Contract.

3. Plaintiff has complied with all of his obligations pursuant to the Contract.

4. Plaintiff has been damaged by Defendant Tower's breach of contract in an amount that exceeds the jurisdictional requirements for this Court.

WHEREFORE Plaintiff prays for a judgment in his favor and against Defendant Tower in an amount which will fully and fairly compensate him for Defendant's breach of contract, for attorney fees and costs as provided for in the Contract, for interest at the statutory rate, and for such other relief as the Court deems just and equitable in the premises.

Respectfully submitted,

SWISHER & COHRT, P.L.C.

By: 

Mark F. Conway AT0001626
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555 Phone
(319) 242-4835 Fax
E-mail: conway@s-c-law.com
ATTORNEYS FOR PLAINTIFF

Original filed.

Copy to:

Udiom, Inc.,
Alexander Lindeman
Matthew Tower

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above case by service on each of the attorneys of record herein at their respective addresses disclosed on the pleadings by:

☒ U.S. Mail ☐ Other: _____
☐ Hand Delivered ☐ FAX
on 12-18, 2012.

T. Anderson

**PLAINTIFF'S
EXHIBIT****STOCK REDEMPTION AGREEMENT**

This Redemption Agreement is effective as of the 15th day of June 2011, by and between udiom, inc., (the "Buyer" or "Corporation"), and Benjamin P. Milne (the "Seller").

WITNESSETH:

WHEREAS, Seller owns 90 shares of the Corporation, representing a 90% ownership interest the Corporation; and

WHEREAS, Seller desires to sell and Buyer desires to purchase or redeem 100% of the shares owned by Seller, under the terms and conditions set forth herein; and

WHEREAS, the parties hereto wish to reduce the terms of their understanding of the foregoing to writing.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual considerations hereinafter stated, the parties do mutually covenant and agree as follows:

AGREEMENTS

1. OWNERSHIP. The Corporation agrees to redeem from Seller 90 shares or 90% ownership of the Corporation, such figure representing 100% of Seller's ownership interest in the Corporation.

2. PURCHASE TERMS. The parties agree to the following Terms of Purchase:

- (a) Effective June 15, 2011, and ending July 1, 2013 ("the Fulfillment Date"), Seller shall receive a gross salary of \$120,000.00 per year; mandatory federal and state tax withholdings shall be deducted in accordance with standard practice. Salary payments shall be due on the first of every month.
- (b) Up to the Fulfillment Date, Seller shall receive an additional \$2,044.00 per month in consulting fees, the same due on the 15th of every month.
- (c) Buyer shall continue to pay Seller's vehicle lease payment of \$744.00 per month until its expiration in February 2012; thereafter, such payments shall be paid directly to the Seller on the same date as the lease payments were previously due, up to the Fulfillment Date.
- (d) In consideration of the Nonsolicitation provisions contained in paragraph 12 herein, Alexander Lindeman, Matthew Tower agree to personally guaranty the payments listed in the Purchase Terms above.
- (e) As collateral for payment of the Redemption Price, at the Closing the Company shall execute a separate Pledge Agreement (the "Pledge Agreement") granting Seller a security interest in the redeemed units and

pledging the redeemed units as collateral for the obligations of the Buyer to the Seller as listed in the Purchase Terms above, to the extent of the remaining obligation.

- (f) All of Seller's personal property located at the Corporation's headquarters, if any, will be returned to him on or before the Closing Date.

3. CLOSING DATE. The Closing Date for the transaction shall be the date this Agreement is signed by all applicable parties, though no later than July 1, 2011. In the event this Agreement is not signed prior to July 1, 2011, the Closing Date may be extended by mutual consent from both parties, though for no more than ten (10) days. If after a good faith effort this Agreement is not executed, the Seller shall be free to sell his ownership interest in the Corporation as he so desires.

4. EFFECTIVE DATE. Notwithstanding the Closing Date, all terms of this Agreement shall become effective as of June 15, 2011.

5. TRANSACTIONS AT CLOSING. On the Closing Date:

(a) Buyer shall comply with the Purchase Terms set forth in paragraph 2 above.

(b) Seller shall endorse and deliver to the Buyer the certificate or certificates evidencing the shares of ownership that are the subject of this Agreement and any other documents reasonably requested by the Buyer to facilitate the transfer of such shares.

(c) On the Closing Date, Seller will execute and deliver to the Corporation his resignation as a Director and Officer of the Corporation, in a form substantially similar to Exhibit "A" attached hereto.

(d) The Corporation shall execute the Pledge Agreement.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

(a) Organization and Qualification. Seller is an Iowa resident. Seller's complete ownership of the Corporation equals 90 shares, representing a 90% ownership interest in the Corporation.

(b) Authorization. This Agreement and all agreements and instruments contemplated by this Agreement to which Seller is a party or signatory are legal, valid and

binding obligations of Seller, enforceable in accordance with their terms.

(c) Title. Seller has, and upon conveyance, redemption, transfer and assignment of the shares to Buyer at the Closing, Buyer will acquire and hold, good and marketable title to all of the shares, free and clear of any and all options, rights, pledges, mortgages, security interests, liens, charges, burdens, servitudes and other encumbrances whatsoever (hereinafter sometimes collectively referred to as "Encumbrances"), except as may be set forth and agreed to in writing by the parties.

(d) Description of Ownership. The shares to be conveyed to Buyer by Seller pursuant to the terms of this Agreement constitutes all the ownership interest owned by the Seller, and are adequate to permit Buyer to continue the conduct of the business of Seller heretofore, presently or proposed to be conducted, and no employee, associate or affiliate of Seller has or claims any right or interest in any shares or ownership interest owned by the Seller.

(e) Absence of Litigation. There is no litigation, action, or claim pending or threatened against Seller which may have an adverse effect upon the ownership interest, the business conducted by Seller, the transactions contemplated by this Agreement or the ability of the parties hereto to perform their respective obligations hereunder or under the agreements or instruments contemplated by this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

(a) Due Organization. Buyer is an Iowa corporation duly organized, validly existing and in good standing under the laws of the State of Iowa.

(b) Authority. Buyer has the authority to redeem and acquire the ownership interest of Seller and consummate the transactions provided for in this Agreement and all instruments and agreements contemplated by this Agreement to which Buyer is a party or signatory have been duly authorized, executed and delivered by Buyer and constitute the legal, valid and binding obligation of Buyer enforceable in accordance with their terms. All necessary proceedings of the Corporation have been taken to authorize this Agreement, the agreements and instruments contemplated by this Agreement, and all transactions contemplated hereby.

(c) Absence of Litigation. There is no litigation, action, or claim pending or, to Buyer's knowledge, threatened against Buyer that may have a materially adverse effect upon the transactions contemplated by this Agreement.

(d) Ability to Carry Out Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the provisions of the Articles of Incorporation or the Bylaws of the Buyer or any note, indenture, mortgage, lease or other agreement or instrument to which the Buyer is a party or by which it is bound.

8. NEGATIVE COVENANTS OF CORPORATION. Except as may be otherwise expressly provided herein, from and after the date of the Agreement and until the Fulfillment Date, without the consent of Seller, the Corporation covenants and agrees that it will not:

(a) Creation of Obligations. Incur any obligation or liability, absolute or contingent, except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business.

(b) Encumbrances. Execute, grant or suffer any encumbrance upon the stock of Corporation.

(c) Disposition of Stock. Effect any sale, transfer, encumbrance or other disposition of the stock.

(d) Employee Benefits. Grant any increase in the salaries of any employee of the Corporation or make any increase in any other benefits to which such employees may be entitled, unless such benefits result from a change in the Corporation's corporate benefit program applicable generally to all salaried employees of Corporation.

(e) Rights. Waive, modify or release any rights of material value to the stock of Corporation.

(f) Extensions of Credit. Make loans or extensions of credit with respect to the operations of the Corporation, except in the ordinary course of business.

(g) Termination of Operations. Terminate, discontinue, close or dispose of any part of the operations of the Corporation, except in the ordinary course of business.

(h) Other Transactions. Enter into any other transaction or series of transactions other than in the ordinary course of business.

9. AFFIRMATIVE COVENANTS OF CORPORATION. From and after the date of this Agreement and until the Fulfillment Date, Corporation covenants and agrees that it will:

(a) Ordinary Course of Business. Carry on the operations of the Corporation only in the usual, regular and ordinary course consistent with good business practices and with prior

practices.

(b) Maintenance of Relationships. Use its best efforts to maintain and preserve its business organization, to retain its present employees and to maintain its present relationships with employees, customers, suppliers and others having business dealings with the Corporation.

(c) Payment of Obligations in Ordinary Course. Pay and discharge all costs and expenses of carrying on the operation of the Corporation as they become due and pay and discharge any such costs and expenses which at the date hereof are past due, unless contested in good faith.

(d) Maintenance of Records. Maintain its books, accounts, including accounts receivable and records in the usual, regular and customary manner on a basis consistently applied.

(e) Financial Information. On at least a quarterly basis, provide Seller with financial information regarding the operations of the Corporation, certified to be accurate by an officer of the Corporation, including without limitation, sales information, balance sheets, income statements and all other financial information reasonably requested by Seller, so as to assure Seller of the viability of the Corporation and the assurance of continued payments under paragraphs 2 (a-c) set forth above.

10. RELEASE FROM PERSONAL LIABILITY OF CORPORATION DEBTS.

Upon Closing of this matter and execution of this Agreement, the parties agree that Seller shall be released from all personal obligations and liabilities associated with the Corporation, if any, and the Corporation agrees to hold Seller harmless therefrom.

11. SURVIVAL OF REPRESENTATIONS & WARRANTIES. All representations and warranties made by the parties in this Agreement or any Exhibit, Schedule, instrument or certificate provided hereunder shall survive the Closing.

12. NONCOMPETITION AGREEMENT. As consideration for payment of the covenants and promises set forth herein, in addition to other valuable consideration, receipt of which consideration is expressly acknowledged with or without stating an exact dollar value for such consideration herein. Seller covenants and agrees that for a period of two (2) years from and after the date of execute on of this Agreement:

- (a) Noncompetition. Seller shall not Compete with the Corporation or any other similar business profession of the type carried on by the Corporation, in any location in which the Buyer is doing business. The term "Compete", as used

herein, means to perform any business of the type carried on by the Corporation as of the Closing Date, either as an employee, proprietor, partner, agent, independent consultant, stockholder or in any capacity or manner whatsoever.

- (b) Remedies. All parties acknowledge that that the obligations under the Noncompetition provisions of this Agreement are unique and that serious, irreparable damage may occur by a breach of such provisions. Should the Noncompetition provisions be breached, Seller shall indemnify the Corporation for all damages arising out of such breach, plus expenses, including without limitation, reasonable attorneys' fees and expenses incident thereto. The parties further recognize that remedies at law for violations the Noncompetition provisions may be inadequate and that only injunctive relief may be an adequate remedy for such violations. As such, enforcement of the provisions of this Agreement may be in the form of suit for damages, injunction, specific performance, or any other available legal or equitable remedy.

13. SELLER INDEMNIFICATION. In consideration of the transfer of ownership interest of Seller aforementioned, Buyer agree to indemnify and hold the Seller harmless from any and all claims, obligations, mortgages, debts, damages, costs, fines, penalties and expenses, including without limitation, reasonable attorneys' fees and litigation expenses, based upon the falsity or breach of any representation, warranty, or covenant of Buyer contained herein or made pursuant to this Agreement.

14. COOPERATION OF THE PARTIES. Each of the parties to this Agreement agrees to execute all documents reasonably requested by the other party hereto to accomplish the intentions of this Agreement.

15. DEFAULT. Seller or Buyer, as the case may be, will be in default on the occurrence of any of the following events:

(a) Failure by Buyer to make any payment referred to in paragraph 2 above when due and payable.

(b) Failure by either party to perform any obligation or covenant contained or referred to herein.

(c) Upon discovery that any warranty, representation, or statement made or furnished by either party to the other was false in any material respect when made or furnished.

16. RIGHTS AND REMEDIES ON DEFAULT. In the event of any default by Buyer or by Seller, as the case may be, the other party shall have the rights and remedies available under applicable law or under this Agreement, including but not limited to the

remedies of specific performance and/or injunctive relief.

17. BINDING AGREEMENT. This Agreement and all of its terms and conditions are binding upon the parties hereto, their respective heirs, beneficiaries, successors and assigns, if any.

18. EXPENSES. Each party shall pay their respective fees and expenses incidental to the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, the fees and expenses necessary to the drafting of this Agreement, in addition to other legal expenses or professional fees incidental to the transaction. Each party is responsible for any personal or corporate tax consequences of the sale and transactions contemplated hereby.

19. MISCELLANEOUS.

(a) Each party hereto covenants and agrees that the warranties, representations and covenants contained in this Agreement shall survive the date of this Agreement and its Fulfillment Date and shall remain in full force and effect thereafter.

(b) The paragraph and subparagraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein; all prior agreements of the parties, either oral or written, are superseded by this Agreement. This Agreement may be amended, but only by written instrument executed by Buyers and Seller or their respective heirs, beneficiaries, successors or assigns. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.

(d) Time is of the essence in the performance of all obligations under this Agreement.

(e) This Agreement is assignable, and is and shall be binding on and enforceable by and against the parties, their successors, legal representatives, and assigns.

(f) This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

Agreed to as of the date first set forth above.

(e) This Agreement is assignable, and is and shall be binding on and enforceable by and against the parties, their successors, legal representatives, and assigns.

(f) This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

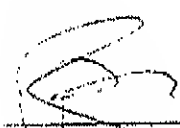
Agreed to as of the date first set forth above.

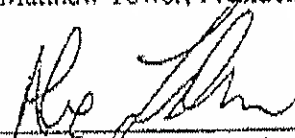
BUYER:

udion, inc.

SELLER:

By: 
Matthew Tower, President


Benjamin P. Milne

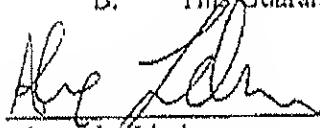
By: 
Alexander Lindeman, Secretary

PERSONAL GUARANTY

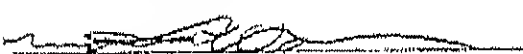
As consideration for the Seller entering into this Stock Redemption Agreement, and specifically the installment form of financing hereunder, the undersigned owners and officers of the Corporation hereby agrees as follows:

A. In the event of a default by the Buyer, its successors or assigns, on the payment obligations of the Buyer set forth in paragraphs 2(a-c) of this Agreement, or any other terms set forth herein, the undersigned jointly and severally agree to be personally liable for the obligations of the Buyer.

B. This Guaranty shall run in favor of Seller, his successors and assigns.


Alexander Lindeman

Dated: July 8th, 2011.


Matthew Tower

Dated: 7/8, 2011.

Exhibit "A"

RESIGNATION

The undersigned, Benjamin P. Milne, hereby resign his position(s) as a Director and Officer of udiom, inc., in accordance with the terms of the Stock Redemption Agreement executed in conjunction herewith.



Benjamin P. Milne

Dated: Jan 15, 2011.

**PLAINTIFF'S
EXHIBIT**B**PLEDGE AGREEMENT**

This Pledge Agreement is effective as of the 15th day of June 2011, by and between udiom, inc., (the "Corporation"), and Benjamin P. Milne (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Stock Redemption Agreement by and between the Secured Party and the Corporation, the same executed on a date even herewith, (the "Stock Redemption Agreement"), the Corporation is required to make certain installment payments to Secured Party according to the Purchase Terms set forth in the Stock Redemption Agreement (the "Payments"); and

WHEREAS, to secure the Payments, the Corporation agrees to grant to the Secured Party a security interest in the 90 shares being redeemed by the Corporation from the Secured Party pursuant to the terms of the Stock Redemption Agreement.

NOW, THEREFORE, for the purpose of securing the Payments to the Secured Party (the "Secured Obligation"), the parties agree as follows:

1. Grant of Security Interest. The Corporation hereby grants to the Secured Party a security interest in and to the 90 shares of stock being redeemed by the Corporation pursuant to the terms of the Stock Redemption Agreement (the "Stock") and all proceeds of such Stock, including without limitation any additional securities distributed with respect to such Stock by reason of any recapitalization of the Corporation (collectively with the Stock the "Collateral").

2. Reduction of Security Interest. Provided all Payments have been made as agreed and there are no other events of default under the Stock Purchase Agreement, on July 1, 2012, the security interest of the Secured Party shall be reduced to 51 shares of stock of the Corporation (or such amount of shares as represents a 51% voting interest in the event of later default). Upon the final payment on July 1, 2013, the remaining security interest in the 51 shares of the Stock shall be released.

3. Possession. Contemporaneous hereto, the Corporation shall deliver to the Secured Party (or the Secured Party shall retain possession of) the certificate(s) evidencing the redemption of the Stock, to hold subject to the terms of this Agreement. During the term of this Agreement, and for so long as the Secured Party is in possession of the certificate(s) evidencing the Stock or any other certificate(s) evidencing Collateral subject to this Pledge Agreement, the

Secured Party shall take reasonable care of such certificates. The parties acknowledge that the Collateral shall be held by Swisher & Cohrt, P.L.C. for safekeeping.

4. No Liens. The Corporation warrants that it has title to the Collateral, free of all liens, encumbrances, claims, charges or options (collectively, "Liens"), except the security interest created hereby, and Corporation agrees that, without the prior written consent of the Secured Party, Corporation shall take no action that will result in the creation of such Liens on the Collateral.

5. Default. The Corporation's failure to make any Payment to Secured Party when due shall constitute a default hereunder. In addition, the Corporation shall be in default if bankruptcy, receivership or insolvency proceedings are instituted by or against the Corporation or if the Corporation makes an assignment for the benefit of creditors.

6. Remedies. In the event of a default hereunder, then Secured Party shall have the rights of a seller of stock. Upon such default, following thirty (30) days' notice of the default in writing from the Secured Party to Corporation, and upon failure on the part of the Corporation to correct the default, Secured Party shall have the right to have the number of remaining secured shares of Stock placed of record in his name, at which time all rights of the Corporation in such Stock shall be terminated. In the alternative, Secured Party may exercise any of the remedies of a Secured Party under the Uniform Commercial Code of Iowa, and also shall be entitled to all legal and equitable rights and remedies available to him under statutory and common law.

7. Voting Rights. So long as a default by the Corporation does not exist, the shareholders of the Corporation shall be entitled to all voting rights with respect to the Collateral, and to receive all distributions with respect thereto.

8. Further Assurances. The Corporation will at any time or times hereafter execute such financing statements and other instruments and perform such acts as the Secured Party may reasonably request to establish and maintain a valid security interest in the Collateral.

9. No Waiver. No delay or failure by the Secured Party in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, all of which remedies shall be cumulative.

10. Termination. This Agreement shall terminate upon (i) the mutual written agreement of the Secured Party and the Corporation, (ii) or payment in full of the Payments.

10. Termination. This Agreement shall terminate upon (i) the mutual written agreement of the Secured Party and the Corporation, (ii) or payment in full of the Payments.

11. Return of Certificates. Promptly upon payment in full of the Payments, the Secured Party shall deliver the certificate(s) representing the Collateral to the Corporation.

12. Entire Agreement. This Agreement, the Stock Redemption Agreement and the Guaranties thereof state the entire agreement of the parties with respect to the subject matter hereof, and merges all prior negotiations, agreements, and understandings with respect thereto.

13. Amendments. This Agreement may be modified or amended only by an instrument in writing duly executed by the parties hereto.

14. Severability. To the extent that any provision of this Agreement shall be determined to be invalid or unenforceable, the invalid or unenforceable portion of such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

16. Notices. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing, and shall be sent by U.S. Mail or overnight courier or hand delivered or by facsimile with confirmation of receipt, and shall be deemed to be given or made when receipt is so confirmed. Any party may, by written notice to the other, alter its address or respondent, and such notice shall be considered to have been given on the date sent.

IN WITNESS WHEREOF, the parties have signed and delivered this Pledge Agreement as of the date first above written.

CORPORATION:

udiom, inc.

By: 

Matthew Tower, President

By: 

SECURED PARTY:


Benjamin P. Milne